

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
Office of Housing, Federal Housing Commissioner

HOUSING ASSISTANCE PAYMENTS  
RENEWAL CONTRACT  
OMHAR Lites

HUD as Contract Administrator

SECTION 8 PROJECT NUMBER: (This is the contract number that survives - use the contract on the largest # of units)

SECTION 8 PROJECT NUMBER OF EXPIRING CONTRACT  
(if different): This is the contract number of the one that does not survive.

FHA PROJECT NUMBER: (if applicable) \_\_\_\_\_

This HOUSING ASSISTANCE PAYMENTS CONTRACT ("Contract") is entered into between the Department of Housing and Urban Development and \_\_\_\_\_ ("Owner") pursuant to the United States Housing Act of 1937, 42 U.S.C. 1437 et seq., and section 524(a) of the Multifamily Assisted Housing Reform and Affordability Act of 1997, 42 U.S.C. 1437f note (MAHRA), as amended by Section 531 of the Departments of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, 2000, Pub. L. No. 106-74, 113 Stat. 1047.

The purpose of this Contract is to provide housing assistance payments on behalf of Eligible Families ("Families") leasing decent, safe and sanitary units from the Owner.

Previously, HUD and the Owner entered into a Housing Assistance Payments Contracts ("Expiring Contracts **listed above**") to provide section 8 assistance to the Owner for eligible \_\_\_\_\_ families \_\_\_\_\_ living in \_\_\_\_\_ ("Project").

The effective date of this Contract is \_\_\_\_\_.

This Contract expires on \_\_\_\_\_.

**THEREFORE, HUD and the Owner hereby agree as follows:**

1. The Contract shall run for an initial one year period, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

2. After expiration of the initial one-year term, this Contract shall renew automatically for \_\_\_\_\_ additional one-year terms, subject to the availability of appropriations in any year.
3. All the terms of the Expiring Contract are renewed **EXCEPT for the Contract Rent and Rent Adjustment Provisions.**
4. After rent levels have initially been established under section 524(a) of MAHRA, all subsequent adjustments to Contract Rents shall be determined in accordance with section 524(c) of MAHRA.
5. The maximum annual amount of the commitment for housing assistance payments under this Contract is \$\_\_\_\_\_.
6. The Owner warrants that it has the legal right to execute this Contract and to lease dwelling units covered by this Contract.
7. The Owner warrants that the rental units to be leased under the terms of this Contract are in decent, safe and sanitary condition, as defined by HUD.
8. If HUD notifies the Owner that it has failed to maintain a dwelling unit in decent, safe and sanitary condition and the Owner fails to take corrective action within the time prescribed in the notice, or the Owner has failed to maintain a financially sound project, or the Owner has failed to execute a Restructuring Commitment, HUD may exercise any of its rights or remedies under the Contract, including suspension/abatement of housing assistance payments, even if the Family continues to occupy the unit. If, however, the Family wishes to be rehoused in another dwelling unit with section 8 assistance, HUD may use the abated housing assistance payments for the purpose of rehousing the Family in another dwelling unit. If the Family continues to occupy the unit, it will do so in accordance with the terms of its lease, including the termination date and amount of rent payable by the Family. Any suspension/abatement of housing assistance payments shall be effective as provided in written notification to the owner. The Owner shall promptly notify the Family of any such abatement. In the event that HUD abates the housing assistance for any unit under this contract, the owner will not terminate the tenant lease or commence eviction proceedings against the family in such unit so as to allow HUD sufficient time to rehouse the family.

9. In accordance with section 8(c)(8) of the United States Housing Act of 1937, the owner shall provide a written notice to HUD and each assisted family not less than one year before termination of the Contract. The notice shall comply with HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.

If the owner fails to provide this notice in accordance with HUD requirements, the owner may not increase the tenant rent payment for any assisted family until such time as the owner provides the written notice and one year has elapsed from the date the notice was provided.

10. This contract shall be construed in accordance with all applicable statutory requirements, all HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.

This Contract is hereby executed with respect to the contract units described in Exhibit A.

United States of America  
Secretary of Housing and  
Urban Development

Owner

By: \_\_\_\_\_ )  
(Official Title)

By: \_\_\_\_\_  
(Official Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**IDENTIFICATION OF UNITS ("CONTRACT UNITS")  
BY SIZE AND APPLICABLE CONTRACT RENTS**

Number  
of Units

Number  
of Bedrooms

Contract  
Rent

---